

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

Akeva L.L.C.,

Plaintiff,

v.

Adidas America, Inc.,

Defendant.

1:03-CV-01207

FINAL ORDER AND JUDGMENT

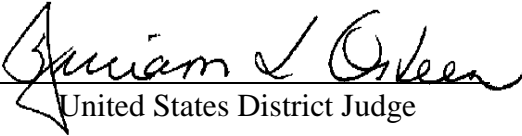
WHEREAS, in this action for patent infringement, the Court has construed the disputed terms in claims 93, 94, 100-106, 109, 117, 118, 121-154, 192-194, 204-232 of United States Patent Number 6,604,300 and claims 1-32 of U.S. Patent No. 6,662,471 (“Asserted Claims”) in its Order dated May 17, 2005 (“Claim Construction Order”);

WHEREAS, plaintiff Akeva L.L.C. (“Akeva”) disputes the Court’s construction of the term “secured” in the Claim Construction Order, but Akeva concedes that, under the Court’s construction of “secured,” defendant adidas America, Inc. (“adidas”) does not directly or indirectly infringe any of the Asserted Claims of the patents in suit, either literally or under the doctrine of equivalents; and

WHEREAS, the parties agree that Akeva has preserved its rights to appeal from this Judgment;

It is hereby ORDERED that final judgment of noninfringement of the Asserted Claims shall be and hereby is entered in favor of adidas, and Akeva shall take nothing from adidas.

This the 28th day of October 2005.


United States District Judge